

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

EQUAL EMPLOYMENT OPPORTUNITY)	
COMMISSION,)	
Plaintiff,)	Case No. 2:07-CV-14091
)	
v.)	HONORABLE
)	JULIAN ABELE COOK
COMO’S OF FERNDAL, L.C.)	
)	
Defendant.)	

CONSENT DECREE

The Equal Employment Opportunity Commission (“the Commission”) commenced this action on September 27, 2007 alleging that Defendant Como’s of Ferndale, L.C. (“Como’s”), engaged in discriminatory employment practices in violation of Title VII of the Civil Rights Act of 1964 (“Title VII”), as amended, by failing to hire Awet Habtemichael and Aleen Hudson because of their race and/or national origin. Defendant Como’s denies these allegations and states that at all times it complied with Title VII.

The Commission and Como’s agree that this action should be resolved and settled by entry of this Consent Decree. This Consent Decree shall be a final and binding settlement in full disposition of any and all claims arising out of the complaint filed by the EEOC in Case No. 2:07-cv-14091 filed on behalf of Charging Parties Awet Habtemichael and Aleen Hudson.

It is therefore the finding of this Court, made on the pleadings and the record as a whole, that: 1) the Court has jurisdiction over the parties and the subject matter of this action; 2) the purpose and provisions of Title VII will be promoted and effectuated by the entry of this Consent

Decree; and 3) this Consent Decree resolves all matters in controversy between the parties as provided in the paragraphs below.

It is hereby ORDERED, ADJUDGED AND DECREED:

MONETARY COMPENSATION

1. Como's shall pay Charging Party Awet Habtemichael the sum of ten thousand dollars (\$10,000) in full, final and complete settlement of the claims raised in this suit. Como's shall issue a form 1099 for this amount. Defendant agrees not to deduct the employer's share of costs, taxes or social security from this payment to Awet Habtemichael. The payment shall be paid in one check made payable to Awet Habtemichael and mailed via certified mail to 4700 Trumbull, Apt. 1A, Detroit, MI., 48208.
2. Como's shall pay Charging Party Aleen Hudson the sum of ten thousand dollars (\$10,000) in full, final and complete settlement of the claims raised in this suit. Como's shall issue a form 1099 for this amount. Defendant agrees not to deduct the employer's share of costs, taxes or social security from this payment to Aleen Hudson. The monetary compensation shall be paid in one check made payable to Aleen Hudson and mailed via certified mail to 8044 St. Paul, Detroit, MI 48214.
3. The payments to Habtemichael and Hudson shall be mailed within twenty-one (21) days after this Consent Decree has been entered by the Court. Within thirty (30) days of this payment, Como's shall send a photocopy of the checks, along with a photocopy of the certified mail receipts, to Laurie Young, Regional Attorney, care of Trina Mengesha, Trial Attorney, EEOC, 477 Michigan Avenue, Room 865, Detroit, MI 48226.

NON-DISCRIMINATION AND RETALIATION

4. Como's agrees to provide equal employment and hiring opportunities in all positions, including but not limited to, all wait server positions. Como's further agrees that it will provide employment applications to any applicant regardless of race and/or national origin, and that it will not deny hire to any qualified applicant for any position on the basis of race or national origin.
5. Como's agrees that it will not retaliate against any person because such person assisted or participated in any manner in any investigation or proceeding in connection with this case.
6. This Consent Decree shall not be construed as an admission of wrongdoing or liability. Como's makes this settlement solely to avoid the costs and burdens associated with litigation.

TRAINING

7. Como's agrees to provide training to its supervisors, managers and owners, on Title VII of the Civil Rights Act of 1964, as amended, and its provisions against discrimination. The first training shall occur within ninety (90) days after entry of this Decree, with subsequent training once per year for the duration of this Consent Decree. Within thirty (30) days after each training session, Como's shall certify to the Commission the specific training given and provide a roster of all personnel in attendance.

RECORD KEEPING

8. Como's agrees to make and preserve records as required by Section 709 (c) of Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e-8(c), relevant to the determination of whether unlawful employment practices have been or are being committed.

NOTICE POSTING

9. Como's agrees to post the Notice attached as Appendix A in a conspicuous place, where employee notices are posted. This Notice shall be posted throughout the term of this Decree. Should the notice become defaced, marred or otherwise made unreadable, Como's agrees to post a readable copy of the Notice in the same manner as soon as practicable.

REPORTING

10. During the duration of this Decree, Como's agrees to provide the Commission with form 944 reports on its hiring, including the name, race and position of each individual hired in the preceding six months. Every six months, Como's also agrees to provide to the Commission copies of all Employment Applications received during the preceding six months with the reason why the applicant was not hired.
11. The Commission shall have the right to monitor compliance with this Decree.

DURATION

12. The provisions of this Consent Decree shall remain in full force and effect for two (2) years upon the Court's entry of the Decree.

DISPUTE RESOLUTION AND COMPLIANCE

13. The Court shall retain jurisdiction and will have all available equitable powers, including injunctive relief, to enforce this Decree. Upon motion of either party, the Court may schedule a hearing for the purpose of reviewing compliance with this Decree. The parties shall engage in a good faith effort to resolve any dispute as to compliance prior to seeking review by the Court, and shall be required to give notice to each other ten (10)

days before moving for such review.

MISCELLANEOUS

14. Each party shall bear their own costs and attorney fees incurred as a result of this litigation through the filing of this Consent Decree.
15. If any provision(s) of this Decree is found to be unlawful, only the specific provision(s) in question shall be affected and the other provisions will remain in full force and effect.
16. The terms of this Decree are and shall be binding upon the present and future owners, officers, directors, employees, creditors, agents, trustees, administrators, successors, representatives, and assigns of Como's.
17. This Decree constitutes the entire agreement and commitments of the parties. Any modifications to this Decree must be mutually agreed upon and memorialized in a writing signed by Como's and the Commission.

**EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION**

/s/ Trina R. Mengesha

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Dated: November 14, 2008

COMO'S OF FERNDAL, L.C.

/s/ Tracy Leahy

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IT IS SO ORDERED:

Dated: **November 24, 2008**

s/Julian Abele Cook, Jr.
JULIAN ABELE COOK, JR.
United States District Judge

APPENDIX A

EMPLOYEE NOTICE

It is the policy of Como's to provide equal employment opportunities to all employees or applicants for employment without regard to race, color, religion, sex, pregnancy, national origin, age or disability.

This Notice is to inform you of your rights guaranteed by federal law. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S. C. § 2000e *et. seq.* ("Title VII"), prohibits discrimination against any applicant for employment or employee on the basis of sex, race, color, religion, or national origin with regard to any term or condition of employment including hiring, layoff, recall, promotion, discharge, pay and fringe benefits or as a result of retaliation for the exercise of protected rights or opposition to unlawful employment practices.

The United States Equal Employment Opportunity Commission is the federal agency which investigates charges of unlawful employment discrimination and, if necessary, files lawsuits in federal court to enforce the anti-discrimination provisions of Title VII. Any employee who believes that he/she is the victim of discrimination or retaliation has the legal right to file a charge of discrimination with the U.S. Equal Employment Opportunity Commission.

Como's supports and will comply with this federal law in all respects. Como's will not take any action against any employee because they have exercised their rights under Title VII.

Dated

COMO'S OF FERNDALE, L.C.

